

to be true, any more than a witness who declines to answer a question, can be held to admit the facts inquired into; and therefore,

the within named David Bissett and Ann his wife, and severally acknowledged the within instrument of writing to be their act and deed; and the lands and premises therein mentioned, with their appurtenances, to be the right and estate of the within named Robert Stokes, his heirs and assigns forever, according to the true intent and meaning of the same writing; and the said Ann, being, by us. examined privately out of the hearing of her said husband, declared, that she made the above acknowledgment willingly and freely, and without being induced thereto by fears or threats of, or ill usage from her said husband, or through fear of his displeasure, signed, William Smith, John Hall: bears also a receipt for the alienation fine, dated the sixth day of December, A. D. seventeen hundred and fifty-five; and the clerk's certificate, both endorsed, for the regular recording of the whole; and the said Robert Stokes, by deeds of lease and release, reconveyed the right, property and inheritance, and fee simple of the said several tracts or parcels of land, to the said David Bissett, his heirs and assigns forever; which deeds of lease and release by the said Robert Stokes, are severally regularly executed, acknowledged and recorded, and the alienation fine paid in time, as in the said several deeds of lease and release above recited and mentioned also in the said bill of complaint, relation being had to each of them, and here into Court brought, ready to be produced, if called upon, at more length and more fully is contained.

The said defendant further says, that in the Act of Assembly of this Province made and past the twenty-sixth day of April, A. D. seventeen hundred and fifteen, entitled an Act for quieting possessions, enrolling conveyances, and securing the estates of purchasers, which stands still in force unrepealed, there is the following provision for securing *femes covert* against duress in executing conveyances of their lands; and for securing and assuring purchasers in their purchases of lands belonging to *femes covert* in these words: *provided* always, that if any *feme covert* be named as a grantor in any such writing indented, the same shall not be in force to debar her, or her heirs, except upon her acknowledgment of the same; and the person or persons taking such, her acknowledgment, shall examine her privately out of the hearing of her husband, whether or not she doth make her acknowledgment of the same willingly and freely, and without being induced thereto by fears or threats of or ill usage by her husband, or fear of his displeasure; and that the person or persons so examining her shall, in a note or certificate of the taking of the said acknowledgment, certify her examination and acknowledgment thereupon; and that such certificate to be likewise enrolled upon record; in which case, and by such acknowledgment and certificate, *femes covert* shall be barred and not otherwise. The defendant further says, that the right, property and fee simple of the above tracts of land, devolved upon and were entered into by him the defendant, as eldest lawful brother and heir-at-law to the said David Bissett, deceased. [*The Chancellor's Case*, 1 Bland, 608, *note*.]

Now therefore this defendant for plea saith, that in virtue of the said reconveyance of lease and release from the said John Matthews, with and under protestation, that he does not disclaim, but reserves a power to hold under and plead the said lease and release from the said Robert Stokes, in the event and not otherwise; that the said conveyance through the said John Matthews should at any time hereafter be voided on account of the said lapse in paying the alienation fee, or any other head, imperfection or informality